

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Glover Park Group, LLC

2. Registration Number

5666

3. Name of Foreign Principal

Embassy of the Republic of Argentina (on behalf of by Arnold & Porter Kaye Scholer LLP)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? May 4, 2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Glover Park Group will provide strategic communications consulting services to support the provision of strategic advice and assistance by Arnold & Porter Kaye Scholer LLP to the government of Argentina in its relationship with the United States.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Glover Park Group will provide strategic communications consulting services to support the provision of strategic advice and assistance by Arnold & Porter Kaye Scholer LLP to the government of Argentina in its relationship with the United States.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation or dissemination of informational materials.

The Glover Park Group will provide strategic communications consulting services pertaining to the government of Argentina's diplomatic, economic and other relations with the United States. These services will include advising Arnold & Porter Kaye Scholer LLP and the government of Argentina on public relations activities, and supporting these activities through the preparation and distribution of materials to media outlets and other organizations.

11. Prior to the date of registration² for this foreign principal did the registrant engage in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities.

N/A

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	To Whom	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature	
May 14, 2020	Joel Johnson	/s/ Joel Johnson	eSigned
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	



May 4, 2020

Raul Herrera
Partner
Arnold & Porter Kaye Scholer LLP
601 Massachusetts Avenue NW
Washington, D.C. 20001

Dear Mr. Herrera:

This letter will serve as the formal Letter of Agreement ("Agreement") under which The Glover Park Group, LLC ("GPG") will provide Arnold & Porter Kaye Scholer LLP ("Arnold & Porter") with strategic communications consulting services to support Arnold & Porter's provision of legal services to its client, the Government of the Republic of Argentina, represented by the Agencia Argentina de Inversiones y Comercio Internacional ("Argentina"). The terms and conditions of the Agreement are stated below and supersede any prior terms and conditions.

1. Advisory Duties. GPG shall devote such time and effort in performance of its duties to provide strategic communications services as may reasonably be requested by Arnold & Porter and/or Argentina. GPG will act under the supervision and direction of Arnold & Porter as to the scope of its work. As such, all communications and documents exchanged between GPG, Arnold & Porter and Argentina shall be treated strictly confidentially, and shall be protected by the attorney-client privilege and attorney work product doctrine to the extent provided by law. GPG shall be available to meet with Arnold & Porter or its representatives and/or Argentina on a regular basis.
2. Term. GPG's duties under this Agreement shall commence on May 4, 2020 and continue until May 3, 2021; *provided* that the parties may renew this Agreement for an additional time period as may be further agreed.
3. Compensation and Payment Terms.
 - a. Monthly Fee. In complete consideration for the services to be rendered under this Agreement including all customary expenses, Argentina, through Arnold & Porter, shall pay GPG a \$36,000 per month non-refundable fee, to be paid promptly when, as and if Arnold & Porter receives payment from Argentina. In an abundance of clarity, Argentina shall be solely responsible for payment, of and liable for, GPG's fees and expenses (if any). GPG expressly acknowledges and agrees that Argentina is solely responsible for payment of its fees and expenses and Arnold & Porter shall not be responsible or liable for payment of any fees or expenses hereunder. If changes in the level of service are expected, the parties may, upon mutual agreement, adjust future fees to align the Monthly Fee with the value of the estimated level of service.
 - b. Pre-approved Extraordinary Expenses. Argentina, via Arnold & Porter, shall reimburse GPG for pre-approved - in writing - extraordinary out-of-pocket expenses, such as travel outside of the Washington, DC area.
 - c. Invoices; Payments Thereof. GPG will submit invoices on a monthly basis to Arnold & Porter for costs incurred under the terms of this Agreement. Upon receipt of the monthly invoice, Arnold & Porter will forward the invoice to Argentina. Argentina, via Arnold &

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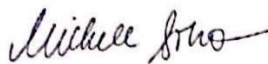
Porter, will make payment to GPG generally within 30 days of receipt of the monthly invoice. All invoices are to be submitted electronically to the following E-mail address: raul.herrera@arnoldporter.com with copy to mariana.juan@arnoldporter.com.

4. Disclosure and Confidentiality. GPG shall treat information relating to the activities of Arnold & Porter in these matters as private and confidential and shall not disclose such information to any other party unless asked to do so by Arnold & Porter. This covenant shall survive the termination of this Agreement. It may be necessary or advisable for Arnold & Porter to disclose to GPG their legal theories, as well as other privileged information and attorney work product. GPG agrees to protect and maintain the confidentiality of such services and information, and not to disclose any such services and information to any other person without the prior written consent of Arnold & Porter and Argentina, except as required by law, regulatory inquiry, court order, or other legal process. In the event that an entity other than Arnold & Porter or Argentina requests information related to GPG's retention or work performed under this Agreement, including any subpoenas or other requests from any entity, GPG shall notify Arnold & Porter and Argentina immediately of the request or subpoena prior to disclosing such information unless prohibited by law from contacting Arnold & Porter and Argentina. Confidential information does not include information that: a) is or becomes known to the public through no fault of GPG; or b) GPG already rightfully possessed before Arnold & Porter or Argentina disclosed it to GPG. Upon request by Arnold & Porter, GPG shall return all confidential information to Arnold & Porter; provided that GPG shall be entitled to retain file copies of any materials prepared by it, which shall survive the termination of this Agreement.
5. Independent Contractor Status. It is understood and agreed that the operations of GPG are those of an independent contractor, and that GPG has the authority to control and direct the performance of the details of the services to be rendered and performed. It is further agreed that GPG, its officers, and employees are not employees of Arnold & Porter or Argentina, and GPG is not, except as herein provided, subject to control by Arnold & Porter or Argentina.
6. No Solicitation. During the term of this Agreement and for a period of one year after its termination, Arnold & Porter and Argentina will not for its purposes or on behalf of any party or any of its affiliates, employ, take away or attempt to employ or take away any GPG employee that Arnold & Porter or Argentina becomes aware of because of such employee's provision of services under this Agreement, unless they have received the prior written approval of GPG. This section shall not apply to responses by any GPG employee to any advertising or other marketing by Arnold & Porter which is not directly targeted to GPG employees.
7. Termination of Agreement. Notwithstanding the terms of this Agreement, either party may terminate this Agreement upon 30 days written notice to the other, with no further obligation other than for Arnold & Porter to pay GPG such fees and expenses which would have accrued up to and through the 30-day notice period.
8. Legal Filings. It is understood that GPG may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of Argentina and thereafter will be required to file the reports required by FARA, detailing its activities under this Agreement on Argentina's behalf. It is further understood that GPG will comply with all Federal statutes, regulations and ethics rules, governing its activities on behalf of Argentina, with the United States Congress and Federal Executive Branch departments and agencies.

9. Miscellaneous. Except as specifically set forth in this Agreement, all consents and approvals to be given by Arnold & Porter and Argentina under this Agreement shall not be unreasonably withheld.


If the foregoing accurately reflects the understanding reached by GPG and Arnold & Porter, please sign this letter in the space indicated below and return an executed copy to Andrew Wahlgren at GPG for our records.

Sincerely,




Michele Soho
Chief Operating Officer

Agreed to and accepted this on behalf of **Arnold & Porter Kaye Scholer LLP**

By: 
Name: Raul Herrera
Date: May 3, 2020

Government of the Republic of Argentina acknowledges the following terms of this Agreement, which are applicable to **Government of the Republic of Argentina**: "Compensation and Payment Terms" Section 3.

Agreed to and accepted this on behalf of the **Government of the Republic of Argentina**

By:  de conformidad
Name: _____
Date: May 6, 2020.
Juan Usandivaras
Presidente Ejecutivo